

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

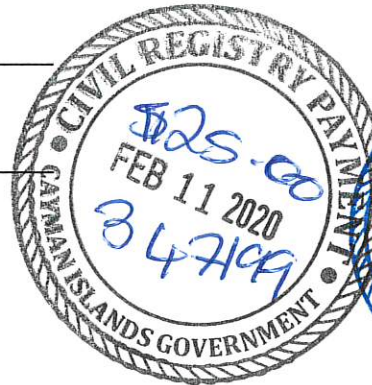
CAUSE NO. SC 28 OF 2020

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK (CAYMAN) LTD PLAINTIFF

AND: FERNANDO EDWARD BURTON DEFENDANT



PLAINT



TO THE DEFENDANT:

Fernando Edward Burton
PO Box 1434
Grand Cayman

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 10th day of February 2020

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

THIS PLAINT is issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is 4th Floor, Willow House, Cricket Square, George Town, Grand Cayman (Ref: JAS/14206-32020).

PARTICULARS OF CLAIM

1. The Plaintiff is a Cayman Islands Class "A" Licensed bank ("**the Bank**"), duly authorised under the laws of the Cayman Islands, *inter alia*, to offer retail facilities to its customers.
2. The Defendant was at all material times a resident in the Cayman Islands and a customer of the Bank.
3. Following the Defendant's request for a loan on 24 October 2017, he signed a loan agreement where he promised to pay to the Bank on demand the sum of CI\$42,800.00 with interest thereon ("**the Loan Agreement**").
4. It was a provision of the Loan agreement that interest would be calculated and payable monthly at a rate equal to the Bank's personal loan base rate of Prime + 1.74% per annum (currently 6.49%) ("**the Credit Rate**"). It was a further provision of the Loan Agreement that upon an "event of default" (which includes failing to make payment of the monthly sums due under the Loan Agreement) the default rate of interest of the Credit Rate plus 10% would apply.
5. Upon signing the Loan Agreement, a loan was advanced and established in a loan account, account number 10467378 ("**Loan Account**").
6. Payment under the terms of the Loan Account fell into arrears on or around 31 July 2018 and on 12 November 2019 the Bank, through its attorneys, made formal demand for the immediate payment of the total amount outstanding, together with accrued interest to the date of payment.
7. Despite demand, the Defendant has failed, refused and neglected to satisfy the amount outstanding. No payments have been received from the Defendant in respect of the Loan Account since 31 July 2018.
8. As at 5 February 2020 the debt outstanding under the Agreement amounted to CI\$18,182.49 including interest which is accruing at the per annum rate of Prime + 1.74% + 10% (16.74%), alternatively pursuant to section 34(1) of the Judicature Law (2017 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

		Principal Sum	Rate	No. of Days	Daily Rate
Interest					
Start Date	12/11/2019	CI\$17,499.94	16.74		
End Date	02/05/2020			85	\$682.55
Total					\$682.55
Daily Rate					\$8.03
Total due as at date of Plaint					\$18,182.49

9. The Bank is entitled to and claims interest on the Loan Agreement and Loan Account.

STATEMENT REGARDING INTEREST

9.1. Interest calculations on the Loan Agreement and Loan Account:

- (i) Interest calculated at 16.74% per annum.
- (ii) Total interest accrued from 12 November 2019 to 5 February 2020 amounts to CI\$ 682.55.
- (iii) Interest continues to accrue from 5 February 2020 thereafter at the daily rate of CI\$8.03 until payment.

AND THE PLAINTIFF CLAIMS:

1. The sum of **CI\$17,499.94**;
2. Interest from 12 November 2019 to 5 February 2020 on the Loan Agreement and Loan Account totaling **CI\$682.55**, accruing thereafter at the daily rate of **CI\$8.03** until payment;
3. Costs; and
4. Such further relief as this Honourable Court deems appropriate.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of CI\$18,182.49, plus further accruing interest, legal fees and costs, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.

Campbells

CAMPBELLS

Attorneys-at-Law for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2020

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK (CAYMAN) LTD PLAINTIFF

AND: FERNANDO EDWARD BURTON DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address -

2. State whether the Defendant intends to contest the action (*tick appropriate box*)

yes

no

3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

yes

no

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly

Defendant's Signature

Dated this ___ day of _____ 2020

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER – This form must be taken or sent to the Courts Office, P O Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

NOTES ON ADDRESS FOR SERVICE

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Campbells
Attorneys-at-Law
PO Box 884
Floor 4, Willow House
Cricket Square
George Town, Grand Cayman
Ref: JAS/14206-32020

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney indorsement]

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE

1. The accompanying form of ***Acknowledgment of Service*** should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings ***must also serve a defence*** on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A ***Stay of Execution*** against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, ***issue a Summons*** for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

See over for notes for guidance

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.